

B.2 INDEFINITE DELIVERY/INDEFINITE QUANTITY, COST ESTIMATE, AND PERFORMANCE FEES

The work described in Paragraph B.1 is contracted for the entire term of the contract. The work shall be accomplished on the basis of an indefinite delivery/indefinite quantity contract. The total minimum guaranteed quantity is 132,360 direct productive labor hours (DPLH). The Cost Estimate shall consist of the Contractor's (DPLH) expended in performance of the contract. The Contractor shall use 237,332 DPLH as the total estimated quantity of labor hours that will be ordered under this contract. The maximum DPLH that can be ordered under this contract, including the base period and option years is 237,332. Fee proposals shall be based upon this estimated quantity of labor hours to be ordered. The Contractor shall be obligated to perform all required work during the term of the contract even if DPLH in addition to that set forth below are required; however, the Contractor shall not be required to perform such additional DPLH until added to the contract by the Contracting Officer. There is no guarantee, however, that all of the estimated DPLH will be required during the term of the contract or that any additional DPLH will be added. If the total estimated quantity of labor hours is not ordered, the total available fee shall be reduced accordingly.

DPLH are defined as actual work exclusive of vacation, holiday, sick leave, administrative leave, and other absences. The Contractor shall keep complete and accurate records on the DPLH charged to this account.

It is anticipated that in the event additional DPLH are required in performance of the work during the term of the contract, a Request for Proposal will be issued to the Contractor for the additional DPLH. The parties will negotiate an equitable adjustment in estimated cost and fee for the additional DPLH and modify the contract appropriately. Failure of the parties to agree to an equitable adjustment for the additional DPLH shall constitute a "dispute" within the meaning of Section I, Clause I.70, entitled "Disputes, Alternate I" in Section I of the contract. The Contracting Officer shall unilaterally adjust the contract to incorporate the additional DPLH and estimated cost and fee, and the Contractor shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision rendered pursuant to Section I, Clause I.70.

If the total estimated DPLH quantity is not ordered, the fee shall be reduced in the same proportion as labor hours actually ordered to the estimated labor hours.

In performance of Task Assignments issued hereunder during the contract period, the DPLH, estimated cost, and fees are shown in B.4.

Section B.4 is modified to read as follows:

B.4 ESTIMATED COST AND FEE

a. The estimated cost (includes total available fee) for this contract is as follows:

	ESTIMATED COSTS AND FEE(S)							
Estimated Costs and Fee(s)	1st Year Base Award 11/01/06 through 10/31/07	2 nd Year Base Award 11/01/07 through 10/31/08	3 rd Year Base Award 11/01/08 through 10/31/09	Total Base Period 11/01/06 through 10/31/09	Option Year 1 11/01/09 through 10/31/10	Current Contract Value	Option Year 2 11/01/10 through 10/31/11	Estimated Cost and Available Fee(s)
Estimated Costs	\$2,477,024	\$2,725,433	\$3,502,155	\$8,704,612	\$2,878,488	\$11,583,100	\$2,911,159	\$14,494,259
Base Fee	\$4,160	\$7,688	\$32,525	\$44,373	\$5,616	\$49,989	\$5,586	\$55,575
Performance Fee	\$167,816	\$178,178	\$195,559	\$541,553	\$198,121	\$739,674	\$200,247	\$939,921
Total Fee Available	\$171,976	\$185,866	\$228,084	\$585,926	\$203,737	\$789,663	\$205,833	\$995,496
Total Costs and Fee(s)	\$2,649,000	\$2,911,299	\$3,730,239	\$9,290,538	\$3,082,225	\$12,372,763	\$3,116,992	\$15,489,755

b. The estimated cost for the Phase In period is \$ 00. There will be no fee paid for the Phase In period.

c. The total estimated costs and fee(s) for the Base Period are \$9,290,538. The estimated costs and fee(s) for Option Year 1 are \$3,082,225. The Current Contract Value is \$12,372,763.

B.5 OBLIGATION OF FUNDS - The amount of funds obligated under this contract is \$9,507,808 for payment of allowable costs/fees.

- H.18 INFORMATION TECHNOLOGY EQUIPMENT USAGE
- H.19 INFORMATION TECHNOLOGY EQUIPMENT LEASING
- H.20 UNIFORM REPORTING SYSTEM
- H.21 PHASE OUT
- H.22 PROHIBITION AGAINST WORK FOR ANY STRATEGIC PETROLEUM
RESERVE PRIME CONTRACTORS AND SUBCONTRACTORS
- H.23 FAR 31.103 PRICING OF ADJUSTMENTS
- H.24 SEVERANCE PAY
- H.25 PAYMENT OF OVERTIME PREMIUMS
- H.26 EXERCISE OF OPTION(S) (SEP 1995)
- H.27 STANDARD INSURANCE REQUIREMENTS
- H.28 GENERAL COMPUTING SYSTEM USE POLICY
- H.29 COMPUTER ACCESS REQUEST (INCLUDING FOREIGN NATIONAL
SPECIAL REQUIREMENTS)
- H.30 PASSWORD
- H.31 PROHIBITED USE
- H.32 BILLING RATES

national they must fill out a “Foreign National Request” through the Security Department and be properly vetted before being granted access.

H.30 PASSWORD

Assigned login ID and password are for employee use only. The password is **not** to be disclosed to anyone. The employee is responsible for all computer work processed under their assigned logon ID and password.

H.31 PROHIBITED USE

Computers are to be used for SPR work-related purposes only. The personal use of SPR computer resources, including computer games, work for non-profit organizations, and personal work, is prohibited. All software used at the SPR must be acquired through approved project sources and must be used according to license agreements. Users should not attempt to access systems or information for which they are authorized. Security violations are logged and reviewed by the Security Administrator.

H.32 BILLING RATES

Pursuant to Clause I.28, “Allowable Cost and Payment,” the Contractor shall be reimbursed costs using the following interim billing rates:

Contract Years 2006 through 2011

<u>Cost Center</u>	<u>Rate</u>	<u>Allocation Base</u>
Fringe-Full-Time		(a)
Fringe-Part-Time		(b)
Onsite Overhead		(c)
G&A		(d)

Allocation Bases:

- (a) Full-Time direct labor dollars
- (b) Part-Time direct labor dollars
- (c) Direct labor dollars plus fringe benefits
- (d) Total cost input (excludes G&A and B&P costs)

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

CONTRACT CLAUSES**COST REIMBURSEMENT SERVICE CONTRACTS****CONTENTS**

Application of FAR and DEAR clauses without modification are incorporated by reference as explained at FAR 52.252-2. Subsequent changes to the FAR and DEAR are not applicable to this contract unless incorporated by Contract Modification.

I.1	DEAR	952.202-1	DEFINITIONS	By Reference
I. 2	FAR	52.202-1	DEFINITIONS (JUL 2004)	By Reference
I. 3	FAR	52.203-3	GRATUITIES (APR 1984)	By Reference
I. 4	FAR	52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)	By Reference
I.5	FAR	52.203-6	RESTRICTIONS ON SUBCONTRACT SALES TO THE GOVERNMENT (SEP 2006)	By Reference
I.6	FAR	52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)	By Reference
I.7	FAR	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	By Reference
I.8	FAR	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	By Reference
I.9	FAR	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)	By Reference
I.10	DEAR	952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOREMPLOYEES (DEC 2000)	By Reference
I.11	DEAR	952.204-2	SECURITY (AUG 2009)	By Reference
I.12	RESERVED			

I.13	FAR	52.204-4	PRINTING OR COPYING DOUBLE SIDED ON RECYCLED PAPER (AUG 2000)	By Reference
I.14	FAR	52.204-7	CENTRAL CONTRACTOR REGISTRATION (APR 2008)	By Reference
I.15	FAR	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)	By Reference
I.16	DEAR	952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997)	By Reference
I.17	DEAR	952.208-70	PRINTING (APR 1984)	By Reference
I.18	FAR	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)	By Reference
I.19	FAR	52.215-2	AUDIT-NEGOTIATION (MAR 2009) ALTERNATE II (APR 1998)	By Reference
I.20	FAR	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)	By Reference
I.21	FAR	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)	By Reference
I.22.	FAR	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS (OCT 1997)	By Reference
I.23	FAR	52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)	By Reference
I.24	FAR	52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)	By Reference
I.25	FAR	52.215-15	TERMINATION OF DEFINED BENEFIT PENSION PLANS (OCT 2004)	By Reference
I.26	FAR	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)	By Reference

I.27	FAR	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (JUL 2005)	By Reference
I.28	FAR	52.216-7	ALLOWABLE COST AND PAYMENT (DEC 2002) (As modified by DEAR 952.216-7 (JUL 2009)	Full Text
I.29	RESERVED			
I.30	FAR	52.216-8	FIXED FEE (MAR 1997)	By Reference
I.31	FAR	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	Full Text
I.32	FAR	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)	By Reference
I.33	FAR	52.219-11	SPECIAL 8(a) CONTRACT CONDITIONS (FEB 1990)	By Reference
I.34	FAR	52.219-12	SPECIAL 8(a) SUBCONTRACTING (FEB 1990)	By Reference
I.35	FAR	52-219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)	By Reference
I.36	FAR	52.219-17	SECTION 8(a) AWARD (DEC 1996)	Full Text
I.37	FAR	52.219-18	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JUN 2003)	Full Text
I.38	RESERVED			
I.39	FAR	52.219-70XX	SECTION 8(a) DIRECT AWARD (JUN 1998)	Full Text
I.40	FAR	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	By Reference
I.41	FAR	52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)	Full Text
I.42	FAR	52.222-3	CONVICT LABOR (JUN 2003)	By Reference

I.43	FAR	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005)	By Reference
I.44	FAR	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	By Reference
I.45	FAR	52.222-26	EQUAL OPPORTUNITY (MAR 2007)	By Reference
I.46	FAR	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (SEP 2006)	By Reference
I.47	FAR	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (JUN 1998)	By Reference
I.48	FAR	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (SEP 2006)	By Reference
I.49	FAR	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007)	By Reference
I.50	FAR	52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)	Full Text
I.51	FAR	52.223-5	POLLUTION PREVENTION AND RIGHT TO-KNOW INFORMATION (AUG 2003)	By Reference
I.52	FAR	52.223-6	DRUG-FREE WORKPLACE (MAY 2001)	By Reference
I.53	FAR	52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)	By Reference
I.54	FAR	52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)	By Reference
I.55	DEAR	952.224-70	PAPERWORK REDUCTION ACT (APR 1994)	By Reference
I.56.	FAR	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	By Reference
I.57	RESERVED			

I.58	DEAR	952.227-11	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995)	By Reference
I.59	FAR	52.227-14	RIGHTS IN DATA - GENERAL (DEC 2007) ALTERNATES I AND V (FEB 1987)	By Reference
I.60	FAR	52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)	Full Text
I.61	FAR	52.228-7	INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)	By Reference
I.62	FAR	52.230-2	COST ACCOUNTING STANDARDS (OCT 2008)	By Reference
I.63	FAR	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2008)	By Reference
I.64	FAR	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)	By Reference
I.65	FAR	52.232-17	INTEREST (OCT 2008)	By Reference
I.66	FAR	52.232-22	LIMITATION OF FUNDS (APR 1984)	By Reference
I.67	FAR	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)	By Reference
I.68	FAR	52.232-25	PROMPT PAYMENT (OCT 2008)	By Reference
I.69	FAR	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER METHODS (OCT 2003)	By Reference
I.70	FAR	52.233-1	DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)	By Reference
I.71	FAR	52.233-3	PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)	By Reference
I.72	FAR	52.237-3	CONTINUITY OF SERVICE (JAN 1991)	By Reference
I.73	FAR	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)	By Reference

I.74	FAR	52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)	By Reference
I.75	FAR	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)	By Reference
I.76	FAR	52.242-13	BANKRUPTCY (JUL 1995)	By Reference
I.77	FAR	52.243-2	CHANGES (COST-REIMBURSEMENT) (AUG 1987) ALTERNATE I (APR 1984)	By Reference
I.78	FAR	52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)	By Reference
I.79	FAR	52.244-6	SUBCONTACTS FOR COMMERCIAL ITEMS (AUG 2009)	By Reference
I.80	FAR	52.245-1	GOVERNMENT PROPERTY (JUN 2007)	By Reference
I.81	RESERVED			
I.82	FAR	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)	By Reference
I.83	FAR	52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)	By Reference
I.84	FAR	52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)	By Reference
I.85	FAR	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)	By Reference
I.86	DEAR	952.247-70	FOREIGN TRAVEL (AUG 2009)	By Reference
I.87	FAR	52.249-6	TERMINATION (COST-REIMBURSEMENT)(MAY 2004)	By Reference
I.88	FAR	52.249-14	EXCUSABLE DELAYS (APR 1984)	By Reference
I.89	FAR	52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984)	By Reference

I.90	FAR	52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)	By Reference
I.91	DEAR	952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)	By Reference
I.92	FAR	52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	Full Text
I.93	FAR	52.244-2	SUBCONTRACTS (JUN 2007)	By Reference
I.94	FAR	52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007)	Full Text
I.95	FAR	52.222-54	EMPLOYMENT ELGIBILITY VERIFICATION (JAN 2009)	By Reference

CONTRACT CLAUSES IN FULL TEXT**I.28 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002) (AS AMENDED BY DEAR 952.216-7 (JUL 2009))****(a) *Invoicing.***

- (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 as supplemented by Subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
- (3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.*

- (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term “costs” includes only—
 - (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
 - (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

- (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—
 - (1) In accordance with the terms and conditions of a subcontract or invoice; and
 - (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
 - (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
 - (C) Direct labor;
 - (D) Direct travel;
 - (E) Other direct in-house costs; and
 - (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—
 - (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
 - (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
 - (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

- (c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.
- (d) *Final indirect cost rates.*
 - (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
 - (2)
 - (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
 - (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
 - (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
 - (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
 - (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

- (6) (i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—
 - (A) Determine the amounts due to the Contractor under the contract; and
 - (B) Record this determination in a unilateral modification to the contract.
 - (ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—
 - (1) Shall be the anticipated final rates; and
 - (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be—
 - (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
 - (2) Adjusted for prior overpayments or underpayments.
- (h) *Final payment.*
 - (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
 - (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those

amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—
 - (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
 - (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
 - (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I.31 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.33 FAR 52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements and advance payments, delegate to the Department of Energy the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Department of Energy shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Department of Energy.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.
- (f) To notify the Department of Energy Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

I.34 FAR 52.219-12 SPECIAL 8(a) SUBCONTRACTING (FEB 1990)

- (a) The Small Business Administration (SBA) has entered into Contract NoDE-AC96-06PO92716 with the Department of Energy to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

- (b) Deltha-Critique Joint Venture, hereafter referred to as the subcontractor, agrees and acknowledges as follows:
 - (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. DE-AC96-06PO92716 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
 - (2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Department of Energy with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.
 - (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the Department of Energy.
 - (4) That it will notify the Department of Energy Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Department of Energy.

I.36 FAR 52.219-17 SETION 8(a) AWARD (DEC 1996)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
 - (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
 - (2) Except for novation agreements and advance payments, delegates to the Department of Energy the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

- (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
- (4) To notify the Department of Energy Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.
- (c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Department of Energy.

I.37 FAR 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003)

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—
 - (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
 - (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d) (1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified

acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

- (2) Deltha-Critique Joint Venture will notify the Department of Energy Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.39 FAR 52.219-70XX SECTION 8(A) DIRECT AWARD (JUN 1998)

- (a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the Department of Energy (DOE). SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

Louisiana District Office
365 Canal St., Suite 2820
New Orleans, LA 70130

- (b) DOE is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, DOE shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. DOE shall also coordinate the SBA prior to processing any novation agreement. DOE may assign contract administration functions to a contract administration office.
- (c) The contractor agrees:
 - (1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a) (21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.
 - (2) to adhere to the requirements of 52.219-14, Limitations on Subcontracting.

I.41 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed zero or the overtime premium is paid for work—
 - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—
 - (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a) (1) through (a) (4) of the clause.

I.50 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Hour Monetary Wages	Fringe Benefits
Mail Room Clerk, GS-305/4	\$9.40	\$1.96
Budget Analyst, GS-560/5	\$10.52	\$2.19
Word Processor, GS-326/4	\$9.40	\$1.96

I.60 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained in Volume I (Financial Data), all of Volume II, Volume III and Volume IV, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated May 21, 2006, upon which this contract is based.

I.92 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

<http://www.arnet.gov/far>
<http://www.management.energy.gov/DEAR.htm>

I.93 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

- (a) *Definition.*
 "United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
- (b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—
 - (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
 - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
- (3) Any required posters may be obtained as follows:

<i>Poster(s)</i>	<i>Obtain from</i>
DOE Hotline Posters	http://ig.energy.gov/hotline.htm

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
 - (ii) The website(s) or other contact information for obtaining the poster(s).)
- (c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
- (d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—
 - (1) Is for the acquisition of a commercial item; or
 - (2) Is performed entirely outside the United States.

WD 05-2233 (Rev.-10) was first posted on www.wdol.gov on 10/20/2009

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Shirley F. Ebbesen	Division of		Wage Determination No.: 2005-2233
Director	Wage Determinations		Revision No.: 10
			Date Of Revision: 10/15/2009

State: Louisiana

Area: Louisiana Parishes of Jefferson, Lafourche, Orleans, Plaquemines, Saint John The Baptist, St Bernard, St Charles, St Tammany, Terrebonne, Washington

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.86
01012 - Accounting Clerk II		14.44
01013 - Accounting Clerk III		16.15
01020 - Administrative Assistant		21.77
01040 - Court Reporter		19.08
01051 - Data Entry Operator I		10.88
01052 - Data Entry Operator II		12.64
01060 - Dispatcher, Motor Vehicle		17.93
01070 - Document Preparation Clerk		13.09
01090 - Duplicating Machine Operator		13.09
01111 - General Clerk I		11.35
01112 - General Clerk II		12.39
01113 - General Clerk III		14.07
01120 - Housing Referral Assistant		19.89
01141 - Messenger Courier		12.11
01191 - Order Clerk I		10.91
01192 - Order Clerk II		12.99
01261 - Personnel Assistant (Employment) I		13.81
01262 - Personnel Assistant (Employment) II		16.91
01263 - Personnel Assistant (Employment) III		19.75
01270 - Production Control Clerk		20.40
01280 - Receptionist		9.89
01290 - Rental Clerk		13.64
01300 - Scheduler, Maintenance		15.96
01311 - Secretary I		15.96
01312 - Secretary II		17.72
01313 - Secretary III		19.89
01320 - Service Order Dispatcher		15.85
01410 - Supply Technician		21.77
01420 - Survey Worker		14.38
01531 - Travel Clerk I		12.16
01532 - Travel Clerk II		12.91
01533 - Travel Clerk III		13.62
01611 - Word Processor I		12.70
01612 - Word Processor II		15.07
01613 - Word Processor III		17.13
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.97

05010 - Automotive Electrician	18.40
05040 - Automotive Glass Installer	17.20
05070 - Automotive Worker	17.20
05110 - Mobile Equipment Servicer	14.80
05130 - Motor Equipment Metal Mechanic	19.45
05160 - Motor Equipment Metal Worker	17.20
05190 - Motor Vehicle Mechanic	19.45
05220 - Motor Vehicle Mechanic Helper	13.61
05250 - Motor Vehicle Upholstery Worker	16.02
05280 - Motor Vehicle Wrecker	17.20
05310 - Painter, Automotive	18.40
05340 - Radiator Repair Specialist	17.20
05370 - Tire Repairer	11.51
05400 - Transmission Repair Specialist	19.45
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.70
07041 - Cook I	9.87
07042 - Cook II	11.48
07070 - Dishwasher	7.55
07130 - Food Service Worker	7.53
07210 - Meat Cutter	11.54
07260 - Waiter/Waitress	8.00
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.29
09040 - Furniture Handler	11.88
09080 - Furniture Refinisher	16.29
09090 - Furniture Refinisher Helper	12.05
09110 - Furniture Repairer, Minor	14.18
09130 - Upholsterer	16.29
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.14
11060 - Elevator Operator	8.91
11090 - Gardener	12.27
11122 - Housekeeping Aide	9.63
11150 - Janitor	8.91
11210 - Laborer, Grounds Maintenance	10.59
11240 - Maid or Houseman	8.67
11260 - Pruner	9.35
11270 - Tractor Operator	11.81
11330 - Trail Maintenance Worker	10.59
11360 - Window Cleaner	9.99
12000 - Health Occupations	
12010 - Ambulance Driver	15.93
12011 - Breath Alcohol Technician	17.48
12012 - Certified Occupational Therapist Assistant	23.64
12015 - Certified Physical Therapist Assistant	21.80
12020 - Dental Assistant	12.76
12025 - Dental Hygienist	29.85
12030 - EKG Technician	20.58
12035 - Electroneurodiagnostic Technologist	20.58
12040 - Emergency Medical Technician	15.04
12071 - Licensed Practical Nurse I	15.63
12072 - Licensed Practical Nurse II	17.48
12073 - Licensed Practical Nurse III	19.50
12100 - Medical Assistant	11.03
12130 - Medical Laboratory Technician	17.46
12160 - Medical Record Clerk	13.28
12190 - Medical Record Technician	16.38
12195 - Medical Transcriptionist	14.04
12210 - Nuclear Medicine Technologist	30.22
12221 - Nursing Assistant I	9.83

12222 - Nursing Assistant II	11.05
12223 - Nursing Assistant III	12.06
12224 - Nursing Assistant IV	13.54
12235 - Optical Dispenser	14.76
12236 - Optical Technician	12.46
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.54
12305 - Radiologic Technologist	22.28
12311 - Registered Nurse I	23.79
12312 - Registered Nurse II	30.54
12313 - Registered Nurse II, Specialist	30.54
12314 - Registered Nurse III	36.95
12315 - Registered Nurse III, Anesthetist	36.95
12316 - Registered Nurse IV	44.29
12317 - Scheduler (Drug and Alcohol Testing)	19.86
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.40
13012 - Exhibits Specialist II	22.61
13013 - Exhibits Specialist III	27.58
13041 - Illustrator I	18.40
13042 - Illustrator II	22.61
13043 - Illustrator III	27.58
13047 - Librarian	23.47
13050 - Library Aide/Clerk	13.00
13054 - Library Information Technology Systems Administrator	21.18
13058 - Library Technician	14.21
13061 - Media Specialist I	15.29
13062 - Media Specialist II	17.10
13063 - Media Specialist III	19.07
13071 - Photographer I	14.95
13072 - Photographer II	17.10
13073 - Photographer III	21.18
13074 - Photographer IV	25.92
13075 - Photographer V	31.36
13110 - Video Teleconference Technician	17.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.02
14042 - Computer Operator II	16.80
14043 - Computer Operator III	18.74
14044 - Computer Operator IV	20.81
14045 - Computer Operator V	23.06
14071 - Computer Programmer I	(see 1) 21.09
14072 - Computer Programmer II	(see 1) 23.21
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.02
14160 - Personal Computer Support Technician	20.81
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.55
15020 - Aircrew Training Devices Instructor (Rated)	33.42
15030 - Air Crew Training Devices Instructor (Pilot)	37.06
15050 - Computer Based Training Specialist / Instructor	25.56
15060 - Educational Technologist	21.49
15070 - Flight Instructor (Pilot)	37.06
15080 - Graphic Artist	19.58
15090 - Technical Instructor	18.81
15095 - Technical Instructor/Course Developer	23.02

15110 - Test Proctor	15.17
15120 - Tutor	15.17
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.70
16030 - Counter Attendant	8.70
16040 - Dry Cleaner	11.11
16070 - Finisher, Flatwork, Machine	8.70
16090 - Presser, Hand	8.70
16110 - Presser, Machine, Drycleaning	8.70
16130 - Presser, Machine, Shirts	8.70
16160 - Presser, Machine, Wearing Apparel, Laundry	8.70
16190 - Sewing Machine Operator	11.92
16220 - Tailor	12.73
16250 - Washer, Machine	9.50
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.00
19040 - Tool And Die Maker	23.18
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.56
21030 - Material Coordinator	20.63
21040 - Material Expediter	20.63
21050 - Material Handling Laborer	14.29
21071 - Order Filler	10.32
21080 - Production Line Worker (Food Processing)	13.56
21110 - Shipping Packer	12.77
21130 - Shipping/Receiving Clerk	12.77
21140 - Store Worker I	8.77
21150 - Stock Clerk	12.98
21210 - Tools And Parts Attendant	13.56
21410 - Warehouse Specialist	13.56
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.40
23021 - Aircraft Mechanic I	22.35
23022 - Aircraft Mechanic II	23.40
23023 - Aircraft Mechanic III	24.45
23040 - Aircraft Mechanic Helper	15.63
23050 - Aircraft, Painter	17.35
23060 - Aircraft Servicer	18.39
23080 - Aircraft Worker	19.78
23110 - Appliance Mechanic	17.08
23120 - Bicycle Repairer	11.51
23125 - Cable Splicer	21.12
23130 - Carpenter, Maintenance	17.28
23140 - Carpet Layer	16.47
23160 - Electrician, Maintenance	20.53
23181 - Electronics Technician Maintenance I	23.27
23182 - Electronics Technician Maintenance II	24.50
23183 - Electronics Technician Maintenance III	25.94
23260 - Fabric Worker	13.84
23290 - Fire Alarm System Mechanic	18.17
23310 - Fire Extinguisher Repairer	14.30
23311 - Fuel Distribution System Mechanic	21.01
23312 - Fuel Distribution System Operator	15.50
23370 - General Maintenance Worker	15.18
23380 - Ground Support Equipment Mechanic	22.35
23381 - Ground Support Equipment Servicer	18.39
23382 - Ground Support Equipment Worker	19.78
23391 - Gunsmith I	14.30
23392 - Gunsmith II	16.83
23393 - Gunsmith III	19.39
23410 - Heating, Ventilation And Air-Conditioning	18.50

Mechanic	
23411 - Heating, Ventilation And Air Contditioning	19.70
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	18.40
23440 - Heavy Equipment Operator	17.76
23460 - Instrument Mechanic	20.70
23465 - Laboratory/Shelter Mechanic	18.10
23470 - Laborer	10.44
23510 - Locksmith	19.01
23530 - Machinery Maintenance Mechanic	20.93
23550 - Machinist, Maintenance	20.88
23580 - Maintenance Trades Helper	12.05
23591 - Metrology Technician I	20.70
23592 - Metrology Technician II	21.74
23593 - Metrology Technician III	22.83
23640 - Millwright	23.61
23710 - Office Appliance Repairer	17.50
23760 - Painter, Maintenance	17.28
23790 - Pipefitter, Maintenance	19.59
23810 - Plumber, Maintenance	18.53
23820 - Pneudraulic Systems Mechanic	19.39
23850 - Rigger	18.57
23870 - Scale Mechanic	16.83
23890 - Sheet-Metal Worker, Maintenance	18.57
23910 - Small Engine Mechanic	15.93
23931 - Telecommunications Mechanic I	20.95
23932 - Telecommunications Mechanic II	22.04
23950 - Telephone Lineman	20.06
23960 - Welder, Combination, Maintenance	17.56
23965 - Well Driller	19.39
23970 - Woodcraft Worker	19.39
23980 - Woodworker	15.39
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.82
24580 - Child Care Center Clerk	12.73
24610 - Chore Aide	7.62
24620 - Family Readiness And Support Services Coordinator	11.85
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.40
25040 - Sewage Plant Operator	16.29
25070 - Stationary Engineer	18.50
25190 - Ventilation Equipment Tender	13.02
25210 - Water Treatment Plant Operator	16.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.71
27007 - Baggage Inspector	9.55
27008 - Corrections Officer	13.16
27010 - Court Security Officer	14.64
27030 - Detection Dog Handler	13.71
27040 - Detention Officer	13.16
27070 - Firefighter	13.75
27101 - Guard I	9.55
27102 - Guard II	13.71
27131 - Police Officer I	16.67
27132 - Police Officer II	18.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.28
28042 - Carnival Equipment Repairer	11.19
28043 - Carnival Equipment Worker	7.56

28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.20
28515 - Recreation Specialist	13.42
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.42
29020 - Hatch Tender	18.68
29030 - Line Handler	18.68
29041 - Stevedore I	16.32
29042 - Stevedore II	18.74
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021 - Archeological Technician I	16.32
30022 - Archeological Technician II	18.20
30023 - Archeological Technician III	24.63
30030 - Cartographic Technician	26.20
30040 - Civil Engineering Technician	21.48
30061 - Drafter/CAD Operator I	18.91
30062 - Drafter/CAD Operator II	21.36
30063 - Drafter/CAD Operator III	23.61
30064 - Drafter/CAD Operator IV	28.34
30081 - Engineering Technician I	15.91
30082 - Engineering Technician II	17.85
30083 - Engineering Technician III	19.97
30084 - Engineering Technician IV	24.74
30085 - Engineering Technician V	30.27
30086 - Engineering Technician VI	35.83
30090 - Environmental Technician	22.92
30210 - Laboratory Technician	21.81
30240 - Mathematical Technician	26.46
30361 - Paralegal/Legal Assistant I	18.76
30362 - Paralegal/Legal Assistant II	24.50
30363 - Paralegal/Legal Assistant III	29.98
30364 - Paralegal/Legal Assistant IV	36.27
30390 - Photo-Optics Technician	26.46
30461 - Technical Writer I	20.56
30462 - Technical Writer II	25.15
30463 - Technical Writer III	32.00
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 3)	21.55
30621 - Weather Observer, Senior (see 3)	23.96
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.00
31030 - Bus Driver	13.80
31043 - Driver Courier	12.64
31260 - Parking and Lot Attendant	8.01
31290 - Shuttle Bus Driver	13.79
31310 - Taxi Driver	9.85
31361 - Truckdriver, Light	13.79
31362 - Truckdriver, Medium	15.10
31363 - Truckdriver, Heavy	16.36

31364 - Truckdriver, Tractor-Trailer	16.36
99000 - Miscellaneous Occupations	
99030 - Cashier	8.53
99050 - Desk Clerk	9.70
99095 - Embalmer	19.16
99251 - Laboratory Animal Caretaker I	9.26
99252 - Laboratory Animal Caretaker II	10.18
99310 - Mortician	27.18
99410 - Pest Controller	12.89
99510 - Photofinishing Worker	12.47
99710 - Recycling Laborer	12.69
99711 - Recycling Specialist	16.24
99730 - Refuse Collector	11.57
99810 - Sales Clerk	11.60
99820 - School Crossing Guard	9.76
99830 - Survey Party Chief	21.27
99831 - Surveying Aide	15.72
99832 - Surveying Technician	19.33
99840 - Vending Machine Attendant	12.18
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	12.18

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

Section J, Attachment 3

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.